

EXHIBIT A

EXHIBIT A

DISTRICT COURT CIVIL COVER SHEET

Clark County, Nevada

A -15-722669-C

Case No. _____
(Assigned by Clerk's Office)

XXIX

I. Party Information (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone): Suzana Pastor	Defendant(s) (name/address/phone): Bank of America, N.A., Green Tree Servicing, LLC, Department Stores National Bank, and Equifax Information Services LLC
Attorney (name/address/phone): Danny Horen 7854 W. Sahara Avenue Las Vegas, NV 89117	Attorney (name/address/phone):

II. Nature of Controversy (please select the one most applicable filing type below)**Civil Case Filing Types**

Real Property Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	Negligence <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	Torts Other Torts <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
Probate Probate (select case type and estate value) <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate Estate Value <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	Construction Defect & Contract Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	Judicial Review/Appeal Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency Appeal Other <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
Civil Writ Civil Writ <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ		Other Civil Filing Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input checked="" type="checkbox"/> Other Civil Matters

Business Court filings should be filed using the Business Court civil coversheet.

8/5/2015

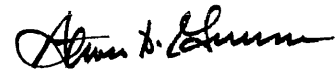
Date

/s/ Danny Horen

Signature of initiating party or representative

See other side for family-related case filings.

Electronically Filed
08/05/2015 01:47:10 PM



CLERK OF THE COURT

Danny J. Horen, Esq.
NV Bar No. 13153
Kazerouni Law Group, APC
7854 W. Sahara Avenue
Las Vegas, NV 89117
Telephone: (800) 400-6808x7
Facsimile: (800) 520-5523
danny@kazlg.com

David H. Krieger, Esq.
NV Bar No. 9086
HAINES & KRIEGER, LLC
8985 S. Eastern Avenue, Suite 130
Henderson, Nevada 89123
Phone: (702) 880-5554
FAX: (702) 385-5518
dkrieger@hainesandkrieger.com

Attorneys for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT

DISTRICT OF NEVADA

A-15-722669-C

Case No.:

XXIX

SUZANA PASTOR,

Plaintiff,

v.

**BANK OF AMERICA, N.A.,
GREEN TREE SERVICING,
LLC, DEPARTMENT STORES
NATIONAL BANK, and
EQUIFAX INFORMATION
SERVICES, LLC,**

Defendants.

**COMPLAINT FOR DAMAGES
PURSUANT TO THE FAIR CREDIT
REPORTING ACT, 15 U.S.C. § 1681,
ET SEQ.**

JURY TRIAL DEMANDED

COMPLAINT

INTRODUCTION

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1. The United States Congress has found the banking system is dependent upon fair and accurate credit reporting. Inaccurate credit reports directly impair the efficiency of the banking system, and unfair credit reporting methods undermine the public confidence, which is essential to the continued functioning of the banking system. Congress enacted the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* (“FCRA”), to insure fair and accurate reporting, promote efficiency in the banking system, and protect consumer privacy. The FCRA seeks to ensure consumer reporting agencies exercise their grave responsibilities with fairness, impartiality, and a respect for the consumer’s right to privacy because consumer reporting agencies have assumed such a vital role in assembling and evaluating consumer credit and other information on consumers. The FCRA also imposes duties on the sources that provide credit information to credit reporting agencies, called “furnishers.”

2. SUZANA PASTOR (“Plaintiff”), by Plaintiff’s attorneys, brings this action to challenge the actions of BANK OF AMERICA, N.A. (“B of A”), GREEN TREE SERVICING, LLC, (“GTS”), DEPARTMENT STORES NATIONAL BANK (“DSNB”), and EQUIFAX INFORMATION SERVICES, LLC, (“Equifax”) (or jointly as “Defendants”) with regard to erroneous reports of derogatory and negative credit information made by

1 Defendants to national reporting agencies, and for failure of Defendants to
2 properly investigate, and this conduct caused Plaintiff damages.

3 3. Plaintiff makes these allegations on information and belief, with the
4 exception of those allegations that pertain to Plaintiff, or to Plaintiff's
5 counsel, which Plaintiff alleges on personal knowledge.
6

7 4. While many violations are described below with specificity, this Complaint
8 alleges violations of the statute cited in its entirety.
9

10 5. Unless otherwise stated, all the conduct engaged in by Defendants took
11 place in Nevada.
12

13 6. Any violations by Defendants were knowing, willful, and intentional, and
14 Defendant did not maintain procedures reasonably adapted to avoid any such
15 violation.
16

17 7. Unless otherwise indicated, the use of Defendants' name in this Complaint
18 includes all agents, employees, officers, members, directors, heirs,
19 successors, assigns, principals, trustees, sureties, subrogees, representatives,
20 and insurers of Defendants' named.
21

22 JURISDICTION AND VENUE

23 8. This action arises out of Defendants' violations of the Fair Credit Reporting
24 Act, 15 U.S.C. §§ 1681-1681(x) ("FCRA").
25
26
27
28

1 9. Venue is proper in this Court because Defendants are subject to personal
2 jurisdiction in the County of Clark, State of Nevada as they conduct business
3 there, and the conduct giving rise to this action occurred in Nevada.
4

5 **PARTIES**

6 10. Plaintiff is a natural person residing in the County of Clark, State of Nevada.

7 In addition, Plaintiff is a “consumer” as that term is defined by 15 U.S.C. §
8 1681a(c). Defendant B of A is a corporation doing business in the State of
9 Nevada. Defendant GTS is a corporation doing business in the State of
10 Nevada. Defendant DNSB is a corporation doing business in the State of
11 Nevada. Defendant Equifax is a corporation doing business in the State of
12 Nevada. Defendant Equifax is a corporation doing business in the State of
13 Nevada.
14

15 11. Defendants B of A, GTS, and DSNB are furnishers of information as
16 contemplated by 15 U.S.C. § 1681s-2(b) that regularly and in the ordinary
17 course of business furnish information to a consumer credit reporting
18 agency.
19

20 12. Defendant Equifax is a national credit reporting agency, doing business in
21 Nevada, with a principal place of business in Georgia.
22

23 **GENERAL ALLEGATIONS**

24 13. At all times relevant, Plaintiff was an individual residing within the State of
25 Nevada.
26

27 14. At all times relevant, Defendants conducted business in the State of Nevada.
28

1 15. On or about March 28, 2011, Plaintiff filed for Bankruptcy in the United
2 States Bankruptcy Court for the District of Nevada. Plaintiff's case was
3 assigned Case Number 11-14415 (the "Bankruptcy").
4

5 16. The obligations ("Debt") to each defendant were scheduled in the
6 Bankruptcy and Defendants, the Creditors, received notice of the
7 Bankruptcy.
8

9 17. On or about January 5, 2015, Plaintiff received a Bankruptcy discharge.

10 18. None of the Defendants filed any proceedings to declare their Debt "non
11 dischargeable" pursuant to 11 U.S.C. § 523 *et seq.*
12

13 19. Defendants also did not request relief from the "automatic stay" codified at
14 11 U.S.C. §362 *et seq.* while the Plaintiff's Bankruptcy was pending to
15 pursue the Plaintiff on any *personal* liability for any of the underlying Debts.
16

17 20. Accordingly, the Debt to each defendant was discharged through the
18 Bankruptcy.
19

20 21. Further, while the automatic stay was in effect during the Bankruptcy, it was
21 illegal for any of the Defendants to report any post-Bankruptcy derogatory
22 collection information.
23

24 22. Defendants' reporting post-Bankruptcy derogatory information was
25 inaccurate and misleading in that Defendants continued reporting
26 information based on Defendants' pre-bankruptcy contract terms with the
27
28

1 Plaintiff, which were no longer enforceable upon the bankruptcy filing,
2 thereby rendering the disputed information “inaccurate.”

3 23. Additionally, Defendants’ inaccurate reporting did not comply with the
4 Consumer Data Industry Association’s Metro 2 reporting standards, which
5 provides guidance for credit reporting and FCRA compliance.
6

7 24. Plaintiff subsequently learned that each of the named Defendants reported
8 post-Bankruptcy derogatory credit information regarding the obligations on
9 Plaintiff’s credit reports, thereby causing erroneous and negative credit
10 information in Plaintiff’s credit files.
11

12
13 **Bank of America, N.A. Misreported Credit Information**

14 **Re: Account No. 6818100249***

15 25. In an Equifax credit report dated April 20, 2015, B of A reported the
16 following inaccurate, derogatory information:
17

- 18 • Balance Amount of \$30,648

19 26. B of A should not have reported derogatory information on Plaintiff’s
20 account after March 28, 2011, because Plaintiff filed for Bankruptcy on
21 March 28, 2011.
22

23 27. The adverse information reported by Defendant complained of herein was
24 based on Defendant’s assertion of pre-bankruptcy obligations and was
25 therefore inaccurate, since after filing Chapter 13 Bankruptcy the Chapter 13
26
27
28

1 plan determined how Defendant would be paid. Failing to report consistent
2 with the terms of the Chapter 13 plan was therefore inaccurate.

3 28. Defendant failed to report consistent with the terms of the Plaintiff's Chapter
4 13 Plan and thereby furnished inaccurate information as set forth herein.

5
6 29. On or about May 22, 2015, Plaintiff disputed B of A's reported information
7 regarding the Debt pursuant to 15 U.S.C. § 1681I(a)(2) by notifying Equifax,
8 in writing, of the incorrect and inaccurate credit information furnished by B
9 of A.

10
11 30. Specifically, Plaintiff sent a letter, certified, return receipt, to Equifax (the
12 "Equifax Dispute Letter"), requesting the above inaccurate and incorrect
13 derogatory information be removed as follows:
14

- 15
- 16 • This account was discharged in my Bankruptcy which was filed on
17 3/28/2011 and discharged 1/05/2015, bearing docket No. 11-14415 in
18 the District for Nevada. The balance on this account should be "\$0"
and the status should be reporting as "current". Specifically, you show
a Balance Amount of \$30,648.

19 31. The Equifax Dispute Letter further requested that Equifax:
20

- 21
- 22 • Immediately delete this account and the disputed derogatory
information from [Plaintiff's] credit report.
 - 23 • The discharged debt should be reported with an account balance
24 of \$0 with a status of "current".
 - 25 • Further, there should be no post-bankruptcy activity reported on
26 this account. The date of last activity on this account should pre-
27 date my bankruptcy filing date, 3/28/2011, since a default on this
28 account occurred no later than the Bankruptcy filing date.

1 • Any post-bankruptcy derogatory information should be
2 immediately deleted from [Plaintiff's] report.

3 • If [Equifax] do[es] not immediately delete this from
4 [Plaintiff's] credit report, please include a 100-word statement in
5 my credit report of all of the disputed information contained in this
letter regarding this account.

6 32. Upon information and belief, Equifax timely notified B of A of Plaintiff's
7 dispute, but B of A continued reporting derogatory information.

8
9 33. B of A and Equifax were required to conduct a reinvestigation into this
10 specific account on Plaintiff's consumer report pursuant to 15 U.S.C.
11 §1681i.
12

13 34. On or about June 30, 2015, Plaintiff received notification from Equifax that
14 B of A and Equifax received notice of Plaintiff's dispute pursuant to 15
15 U.S.C. § 1681i(a)(6), and verified the account "may be considered negative."
16

17 35. Surprisingly, rather than remove all the inaccurate, derogatory information
18 from Plaintiff's report, B of A and Equifax simply left derogatory
19 information on Plaintiff's report. Specifically, B of A and Equifax reported
20 the following inaccurate, derogatory information:
21

- 22 • Balance Amount of \$30,648
23

24 36. B of A and Equifax, upon receipt of Plaintiff's dispute, failed to conduct an
25 investigation with respect to the disputed information as required by 15
26 U.S.C. § 1681s-2(b)(1)(A).
27
28

1 37. B of A and Equifax failed to review all relevant information provided by
2 Plaintiff in the dispute to Equifax, as required by and in violation of 15
3 U.S.C. § 1681s-2(b)(1)(B).
4

5 38. Due to B of A and Equifax's failure to investigate, they each further failed to
6 correct and update Plaintiff's information as required by 15 U.S.C. § 1681s-
7 2(b)(1)(E), thereby causing continued reporting of inaccurate information in
8 violation of 15 U.S.C. § 1681-s(2)(b)(1)(C).
9

10 39. Plaintiff's continued efforts to correct B of A and Equifax's erroneous and
11 negative reporting of the Debt by communicating Plaintiff's dispute with B
12 of A and Equifax were fruitless.
13

14 40. B of A and Equifax's continued inaccurate and negative reporting of the
15 Debt in light of its knowledge of the actual error was willful.
16

17 41. B of A and Equifax's inaccurate and negative reporting damaged Plaintiff's
18 creditworthiness.
19

20 42. By inaccurately reporting account information relating to the Debt after
21 notice and confirmation of its errors, B of A and Equifax failed to take the
22 appropriate measures as determined in 15 U.S.C. §§ 1681-s(2)(b)(1)(D) and
23 (E).
24

25 //

26 //

27 //
28

Green Tree Servicing, LLC Misreported Credit Information

Re: Account No. 6895*

43. In an Equifax credit report dated April 20, 2015, GTS reported the following inaccurate, derogatory information:

- Post-bankruptcy account activity: Date of Major Delinquency First Reported August 2013

44. GTS should not have reported derogatory information on Plaintiff's account after March 28, 2011, because Plaintiff filed for Bankruptcy on March 28, 2011.

45. The adverse information reported by Defendant complained of herein was based on Defendant's assertion of pre-bankruptcy obligations and was therefore inaccurate, since after filing Chapter 13 Bankruptcy the Chapter 13 plan determined how Defendant would be paid. Failing to report consistent with the terms of the Chapter 13 plan was therefore inaccurate.

46. Defendant failed to report consistent with the terms of the Plaintiff's Chapter 13 Plan and thereby furnished inaccurate information as set forth herein.

47. On or about May 22, 2015, Plaintiff disputed GTS's reported information regarding the Debt pursuant to 15 U.S.C. § 1681I(a)(2) by notifying Equifax, in writing, of the incorrect and inaccurate credit information furnished by GTS.

1 48. Specifically, Plaintiff sent a letter, certified, return receipt, to Equifax (the
2 “Equifax Dispute Letter”), requesting the above inaccurate and incorrect
3 derogatory information be removed as follows:
4

- 5 • This account was included in my Bankruptcy which was filed on
6 3/28/2011 and discharged 1/05/2015, bearing docket No. 11-14415 in
7 the District for Nevada. The last activity date on this account should
8 be no greater than the filing date, 3/28/2011. However, this account is
9 showing activity after the Bankruptcy filing date, which is causing
this account to remain on my credit report longer than it should.
Specifically, you show the Date Maj. Del. 1st Rptd 08/2013.

10 49. The Equifax Dispute Letter further requested that Equifax:

- 11 • Immediately delete this account and the disputed derogatory
12 information from [Plaintiff’s] credit report.
- 13 • The discharged debt should be reported with an account balance
14 of \$0 with a status of “current”.
- 15 • Further, there should be no post-bankruptcy activity reported on
16 this account. The date of last activity on this account should pre-
17 date my bankruptcy filing date, 3/28/2011, since a default on this
18 account occurred no later than the Bankruptcy filing date.
- 19 • Any post-bankruptcy derogatory information should be
20 immediately deleted from [Plaintiff’s] report.
- 21 • If [Equifax] do[es] not immediately delete this from
22 [Plaintiff’s] credit report, please include a 100-word statement in
23 my credit report of all of the disputed information contained in this
letter regarding this account.

24 50. Upon information and belief, Equifax timely notified GTS of Plaintiff’s
25 dispute, but GTS continued reporting derogatory information.
26
27
28

1 51. GTS and Equifax were required to conduct a reinvestigation into this
2 specific account on Plaintiff's consumer report pursuant to 15 U.S.C.
3 §1681i.

4
5 52. On or about June 30, 2015, Plaintiff received notification from Equifax that
6 GTS and Equifax received notice of Plaintiff's dispute pursuant to 15 U.S.C.
7 § 1681i(a)(6), and verified the account "may be considered negative."

8
9 53. Surprisingly, rather than remove all the inaccurate, derogatory information
10 from Plaintiff's report, GTS and Equifax simply left derogatory information
11 on Plaintiff's report and added more derogatory information. Specifically,
12 GTS and Equifax reported the following inaccurate, derogatory information:
13

- 14 • Post-bankruptcy account activity: Date of Major Delinquency First
15 Reported May 2015
- 16 • Balance Amount of \$151,159

17
18 54. GTS and Equifax, upon receipt of Plaintiff's dispute, failed to conduct an
19 investigation with respect to the disputed information as required by 15
20 U.S.C. § 1681s-2(b)(1)(A).

21
22 55. GTS and Equifax failed to review all relevant information provided by
23 Plaintiff in the dispute to Equifax, as required by and in violation of 15
24 U.S.C. § 1681s-2(b)(1)(B).

25
26 56. Due to GTS and Equifax's failure to investigate, they each further failed to
27 correct and update Plaintiff's information as required by 15 U.S.C. § 1681s-
28

1 2(b)(1)(E), thereby causing continued reporting of inaccurate information in
2 violation of 15 U.S.C. § 1681-s(2)(b)(1)(C).

3 57. Plaintiff's continued efforts to correct GTS and Equifax's erroneous and
4 negative reporting of the Debt by communicating Plaintiff's dispute with
5 GTS and Equifax were fruitless.

6 58. GTS and Equifax's continued inaccurate and negative reporting of the Debt
7 in light of its knowledge of the actual error was willful.

8 59. GTS and Equifax's inaccurate and negative reporting damaged Plaintiff's
9 creditworthiness.

10 60. By inaccurately reporting account information relating to the Debt after
11 notice and confirmation of its errors, GTS and Equifax failed to take the
12 appropriate measures as determined in 15 U.S.C. §§ 1681-s(2)(b)(1)(D) and
13 (E).

14 **Department Stores National Bank Misreported Credit Information**

15 **Re: Account No. 435537002***

16 61. In an Equifax credit report dated April 20, 2015, DSNB reported the
17 following inaccurate, derogatory information:

- 18
- 19 • Post-bankruptcy account activity: Date of Major Delinquency First
20 Reported November 2011
- 21

1 62. DSNB should not have reported derogatory information on Plaintiff's
2 account after March 28, 2011, because Plaintiff filed for Bankruptcy on
3 March 28, 2011.

4
5 63. The adverse information reported by Defendant complained of herein was
6 based on Defendant's assertion of pre-bankruptcy obligations and was
7 therefore inaccurate, since after filing Chapter 13 Bankruptcy the Chapter 13
8 plan determined how Defendant would be paid. Failing to report consistent
9 with the terms of the Chapter 13 plan was therefore inaccurate.

10
11 64. Defendant failed to report consistent with the terms of the Plaintiff's Chapter
12 13 Plan and thereby furnished inaccurate information as set forth herein.

13
14 65. On or about May 22, 2015, Plaintiff disputed DSNB's reported information
15 regarding the Debt pursuant to 15 U.S.C. § 1681I(a)(2) by notifying Equifax,
16 in writing, of the incorrect and inaccurate credit information furnished by
17 DSNB.

18
19 66. Specifically, Plaintiff sent a letter, certified, return receipt, to Equifax (the
20 "Equifax Dispute Letter"), requesting the above inaccurate and incorrect
21 derogatory information be removed as follows:

- 22
23
- 24 • This account was included in my Bankruptcy which was filed on
25 3/28/2011 and discharged 1/05/2015, bearing docket No. 11-14415 in
26 the District for Nevada. The last activity date on this account should
27 be no greater than the filing date, 3/28/2011. However, this account is
28 showing activity after the Bankruptcy filing date, which is causing
this account to remain on my credit report longer than it should.
Specifically, you show the Date Maj. Del. 1st Rptd 11/2011.

1 67. The Equifax Dispute Letter further requested that Equifax:

- 2 • Immediately delete this account and the disputed derogatory
3 information from [Plaintiff's] credit report.
- 4 • The discharged debt should be reported with an account balance
5 of \$0 with a status of "current".
- 6 • Further, there should be no post-bankruptcy activity reported on
7 this account. The date of last activity on this account should pre-
8 date my bankruptcy filing date, 3/28/2011, since a default on this
9 account occurred no later than the Bankruptcy filing date.
- 10 • Any post-bankruptcy derogatory information should be
11 immediately deleted from [Plaintiff's] report.
- 12 • If [Equifax] do[es] not immediately delete this from
13 [Plaintiff's] credit report, please include a 100-word statement in
14 my credit report of all of the disputed information contained in this
letter regarding this account.

15 68. Upon information and belief, Equifax timely notified DSNB of Plaintiff's
16 dispute, but DSNB continued reporting derogatory information.

17 69. DSNB and Equifax were required to conduct a reinvestigation into this
18 specific account on Plaintiff's consumer report pursuant to 15 U.S.C.
19 §1681i.
20

21 70. On or about June 30, 2015, Plaintiff received notification from Equifax that
22 DSNB and Equifax received notice of Plaintiff's dispute pursuant to 15
23 U.S.C. § 1681i(a)(6), and verified the account "may be considered negative."
24

25 71. Surprisingly, rather than remove all the inaccurate, derogatory information
26 from Plaintiff's report, DSNB and Equifax simply left derogatory
27
28

1 information on Plaintiff's report. Specifically, DSNB and Equifax reported
2 the following inaccurate, derogatory information:

- 3 • Post-bankruptcy account activity: Date of Major Delinquency First
4 Reported November 2011

6 72. DSNB and Equifax, upon receipt of Plaintiff's dispute, failed to conduct an
7 investigation with respect to the disputed information as required by 15
8 U.S.C. § 1681s-2(b)(1)(A).
9

10 73. DSNB and Equifax failed to review all relevant information provided by
11 Plaintiff in the dispute to Equifax, as required by and in violation of 15
12 U.S.C. § 1681s-2(b)(1)(B).
13

14 74. Due to DSNB and Equifax's failure to investigate, they each further failed to
15 correct and update Plaintiff's information as required by 15 U.S.C. § 1681s-
16 2(b)(1)(E), thereby causing continued reporting of inaccurate information in
17 violation of 15 U.S.C. § 1681-s(2)(b)(1)(C).
18

19 75. Plaintiff's continued efforts to correct DSNB and Equifax's erroneous and
20 negative reporting of the Debt by communicating Plaintiff's dispute with
21 DSNB and Equifax were fruitless.
22

23 76. DSNB and Equifax's continued inaccurate and negative reporting of the
24 Debt in light of its knowledge of the actual error was willful.
25

26 77. DSNB and Equifax's inaccurate and negative reporting damaged Plaintiff's
27 creditworthiness.
28

1 78. By inaccurately reporting account information relating to the Debt after
2 notice and confirmation of its errors, DSNB and Equifax failed to take the
3 appropriate measures as determined in 15 U.S.C. §§ 1681-s(2)(b)(1)(D) and
4 (E).
5

6 **FIRST CAUSE OF ACTION**
7 **VIOLATION OF THE FAIR CREDIT REPORTING ACT**
8 **15 U.S.C. § 1681 *ET SEQ.* (FCRA)**

9 79. Plaintiff incorporates by reference all of the above paragraphs of this
10 Complaint as though fully stated herein.

11 80. The foregoing acts and omissions constitute numerous and multiple willful,
12 reckless or negligent violations of the FCRA, including but not limited to
13 each and every one of the above-cited provisions of the FCRA, 15 U.S.C §
14 1681.
15

16 81. As a result of each and every willful violation of the FCRA, Plaintiff is
17 entitled to actual damages as the Court may allow pursuant to 15 U.S.C. §
18 1681n(a)(1); statutory damages pursuant to 15 U.S.C. § 1681n(a)(1);
19 punitive damages as the Court may allow pursuant to 15 U.S.C. §
20 1681n(a)(2); and reasonable attorney's fees and costs pursuant to 15 U.S.C.
21 § 1681n(a)(3) from Defendants.
22

23 82. As a result of each and every negligent noncompliance of the FCRA,
24 Plaintiff is entitled to actual damages as the Court may allow pursuant to 15
25
26
27
28

1 U.S.C. § 1681o(a)(1); and reasonable attorney's fees and costs pursuant to
2 15 U.S.C. § 1681o(a)(2) from Defendants.

3 **PRAYER FOR RELIEF**

4 Plaintiff respectfully requests the Court grant Plaintiff the following relief
5 against Defendants:
6

7 **FIRST CAUSE OF ACTION**
8 **VIOLATION OF THE FAIR CREDIT REPORTING ACT**
9 **15 U.S.C. § 1681 ET SEQ. (FCRA)**

- 10 • an award of actual damages pursuant to 15 U.S.C. § 1681n(a)(1);
11 • award of statutory damages pursuant to 15 U.S.C. § 1681n(a)(1);
12 • an award of punitive damages as the Court may allow pursuant to 15
13 U.S.C. § 1681n(a)(2);
14 • award of costs of litigation and reasonable attorney's fees, pursuant to 15
15 U.S.C. § 1681n(a)(3), and 15 U.S.C. § 1681(o)(a)(1) against Defendants
16 for each incident of negligent noncompliance of the FCRA; and
17 • any other relief the Court may deem just and proper.
18
19
20

21 **TRIAL BY JURY**

22 83. Pursuant to the seventh amendment to the Constitution of the United States
23 of America, Plaintiff is entitled to, and demands, a trial by jury.

24 Dated: August 5, 2015

Respectfully submitted,

26 BY: /s/ DANNY J. HOREN

27 DANNY J. HOREN, ESQ.

28 ATTORNEY FOR PLAINTIFF

1 **IAFD**
2 **KAZEROUNI LAW GROUP, APC**
3 Danny J. Horen, Esq.
4 NV Bar No. 13153
5 7854 W. Sahara Avenue
6 Las Vegas, NV 89117
7 Telephone: (800)400-6808
8 Facsimile: (800)520-5523
9 *Attorneys for Plaintiff*

10 **DISTRICT COURT**
11 **CLARK COUNTY, NEVADA**

12 **SUZANA PASTOR,**

13 **Plaintiff,**

14 **v.**

15 **BANK OF AMERICA, N.A., GREEN**
16 **TREE SERVICING, LLC,**
17 **DEPARTMENT STORES**
18 **NATIONAL BANK, and EQUIFAX**
19 **INFORMATION SERVICES, LLC,**

20 **Defendants.**

CASE NO. A-15-722669-C

DEPT. NO. XXIX

21 **INITIAL APPEARANCE FEE DISCLOSURE (NRS CHAPTER 19)**

22 Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are
23 submitted for parties appearing in the above entitled action as indicated below:

24 **1st Appearance Fee**

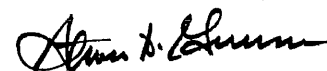
25 ☒ \$270.00

26 Total Paid \$ 270.00

27 DATED: August 5, 2015

28 By: /s/ Danny J. Horen
Danny Horen, Esq.
Attorney for Plaintiff

Electronically Filed
11/24/2015 07:41:17 PM


CLERK OF THE COURT

Sara Khosroabadi
NV Bar No. 13703
sara@westcoastlitigation.com
HYDE & SWIGART
7854 W. Sahara Avenue
Las Vegas, NV 89117
Telephone: (619) 233-7770
Facsimile: (619) 297-1022

Attorneys for Plaintiff,
Suzana Pastor

**DISTRICT COURT
CLARK COUNTY, NEVADA**

SUZANA PASTOR

Plaintiff,

BANK OF AMERICA, N.A.,
DEPARTMENT STORES
NATIONAL BANK, EQUIFAX
INFORMATION SERVICES, LLC.
GREEN TREE SERVICING, LLC.

Defendants.

Case No.: A-15-722669-C

DEPT. NO: 29

NOTICE OF APPEARANCE

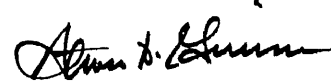
PLEASE TAKE NOTICE that Sara Khosroabadi of Hyde & Swigart, will appear as Co-Counsel with the law firm of Haines & Krieger and The Kazerouni Law Group, APC, for Plaintiff(s), Suzana Pastor.

HYDE & SWIGART

Date: 11/24/15

By: /s/ Sara Khosroabadi
Sara Khosroabadi
Attorneys for Plaintiff

Electronically Filed
12/01/2015 08:35:16 PM



CLERK OF THE COURT

SUBT
Michael Kind, Esq.
NV Bar No. 13903
KAZEROUNI LAW GROUP, APC
7854 W. Sahara Avenue
Las Vegas, Nevada 89117
Phone: (800) 400-6808 x7
Fax: (800) 520-5523
mkind@kazlg.com

David H. Krieger, Esq.
NV Bar No. 9086
HAINES & KRIEGER, LLC
8985 S. Eastern Avenue, Suite 350
Henderson, Nevada 89123
Phone: (702) 880-5554
FAX: (702) 385-5518
dkrieger@hainesandkrieger.com

Attorneys for Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Suzana Pastor,

Plaintiff,

v.

BANK OF AMERICA, N.A., GREEN
TREE SERVICING, LLC,
DEPARTMENT STORES NATIONAL
BANK, and EQUIFAX INFORMATION
SERVICES, LLC,

Defendants.

Case No.: A-15-722669-C

**NOTICE OF CHANGE OF
STATUS OF COUNSEL**

PLEASE TAKE NOTICE that effective December 1, 2015 Danny J. Horen left the firm
Kazerouni Law Group, APC.

1 PLEASE TAKE NOTICE that the undersigned hereby appears as co-counsel on behalf of
2 Plaintiff Suzana Pastor. Please substitute Michael Kind for Danny J. Horen of Kazerouni Law
3 Group, APC to the service list at the address shown below.

4 DATED December 1, 2015.

KAZEROUNI LAW GROUP, APC

5 By: /s/ Michael Kind

6 Michael Kind, Esq.

7 NV Bar No. 13903

8 7854 W. Sahara Avenue

9 Las Vegas, Nevada 89117

10 mkind@kazlg.com

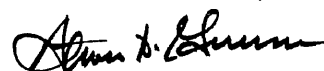
11 *Attorney for Plaintiff*

CERTIFICATE OF SERVICE

Pursuant to Rule 5(b) of the Nevada Rules of Civil Procedure and Part VIII of the Eighth Judicial District Court Rules, I certify that on the 1st day of December 2015, the foregoing NOTICE OF CHANGE OF STATUS OF COUNSEL was sent via the Court's electronic filing and service provider, Wiznet, to all parties that have appeared in this case and have registered to receive electronic notifications.

By: /s/ Michael Kind
Michael Kind, Esq.
NV Bar No. 13903
7854 W. Sahara Avenue
Las Vegas, Nevada 89117

Electronically Filed
12/04/2015 12:17:24 AM



CLERK OF THE COURT

NOTA

DARREN T. BRENNER, ESQ.

Nevada Bar No. 8386

MATTHEW I. KNEPPER, ESQ.

Nevada Bar No. 12796

AKERMAN LLP

1160 Town Center Drive, Suite 330

Las Vegas, Nevada 89144

Telephone: (702) 634-5000

Facsimile: (702) 380-8572

Email: darren.brenner@akerman.com

Email: matthew.knepper@akerman.com

Attorneys for Defendant Bank of America, N.A.

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

SUZANA PASTOR,

Plaintiff,

v.

BANK OF AMERICA, N.A.; GREEN TREE
SERVICING, LLC; DEPARTMENT STORES
NATIONAL BANK; and EQUIFAX
INFORMATION SERVICES, LLC,

Defendants.

Case No.: A-15-722669-C

Dept. No.: XXIX

NOTICE OF APPEARANCE

PLEASE TAKE NOTICE that Darren T. Brenner, Esq., and Matthew I. Knepper, Esq., appear as counsel of record for Defendant Bank of America, N.A.

All items, including, but not limited to, pleadings, papers, correspondence, documents and any other thing related to this matter can be forwarded to counsel at the below address:

DATED December 4, 2015. **AKERMAN LLP**

/s/ Matthew I. Knepper

DARREN T. BRENNER, ESQ.

Nevada Bar No. 8386

MATTHEW I. KNEPPER, ESQ.

Nevada Bar No. 12796

1160 Town Center Drive, Suite 330

Las Vegas, Nevada 89144

Attorneys for Bank of America, N.A.

AKERMAN LLP

1160 Town Center Drive, Suite 330
LAS VEGAS, NEVADA 89144
TEL.: (702) 634-5000 – FAX: (702) 380-8572

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 4th day of December, 2015 and pursuant to NRCP 5(b), I served through this Court's electronic service notification system ("Wiznet") a true and correct copy of the foregoing **NOTICE OF APPEARANCE**, addressed to:

Michael Kind, Esq.
KAZEROUNI LAW GROUP, APC
mkind@kazlg.com

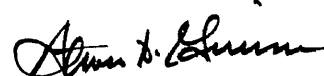
David H. Krieger, Esq.
HAINES & KRIEGER, LLC
wiznet@hainesandkrieger.com

Sara Khosroabadi, Esq.
HYDE & SWIGART
ecf@westcoastlitigation.com

Attorneys for Plaintiff Suzana Pastor

/s/ Lucille Chiusano
An employee of AKERMAN LLP

Electronically Filed
12/04/2015 12:16:43 AM



CLERK OF THE COURT

IAFD

DARREN T. BRENNER, ESQ.

Nevada Bar No. 8386

MATTHEW I. KNEPPER, ESQ.

Nevada Bar No. 12796

AKERMAN LLP

1160 Town Center Drive, Suite 330

Las Vegas, Nevada 89144

Telephone: (702) 634-5000

Facsimile: (702) 380-8572

Email: darren.brenner@akerman.com

Email: matthew.knepper@akerman.com

Attorneys for Defendant Bank of America, N.A.

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

SUZANA PASTOR,

Plaintiff,

v.

BANK OF AMERICA, N.A.; GREEN TREE
SERVICING, LLC; DEPARTMENT STORES
NATIONAL BANK; and EQUIFAX
INFORMATION SERVICES, LLC,

Defendants.

Case No.: A-15-722669-C

Dept. No.: XXIX

**INITIAL APPEARANCE FEE
DISCLOSURE**

Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for parties appearing in the above-entitled action as indicated below:

Bank of America, N.A. \$223.00

TOTAL REMITTED: \$223.00

DATED this 4th day of December, 2015. AKERMAN LLP

/s/ Matthew I. Knepper

DARREN T. BRENNER, ESQ.

Nevada Bar No. 8386

MATTHEW I. KNEPPER, ESQ.

Nevada Bar No. 12796

1160 Town Center Drive, Suite 330

Las Vegas, Nevada 89144

Attorneys for Bank of America, N.A.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 4th day of December, 2015 and pursuant to NRCP 5(b), I served through this Court's electronic service notification system ("Wiznet") a true and correct copy of the foregoing **INITIAL APPEARANCE FEE DISCLOSURE**, addressed to:

Michael Kind, Esq.
KAZEROUNI LAW GROUP, APC
mkind@kazlg.com

David H. Krieger, Esq.
HAINES & KRIEGER, LLC
wiznet@hainesandkrieger.com

Sara Khosroabadi, Esq.
HYDE & SWIGART
ecf@westcoastlitigation.com

Attorneys for Plaintiff Suzana Pastor

/s/ Lucille Chiusano
An employee of AKERMAN LLP

AKERMAN LLP

1160 Town Center Drive, Suite 330
LAS VEGAS, NEVADA 89144
TEL.: (702) 634-5000 – FAX: (702) 380-8572